



City of Greenville Planning Commission
Meeting Minutes
Greenville Convention Center, Room 102
4:00 PM, September 16, 2021
Meeting Notice Posted September 1, 2021

NOTICE OF MEETING: Pursuant to Section 30-4-80 of the S.C. Code of Laws, annual notice of this Commission's Meetings was provided on December 31, 2021 via the Greenville City Website. In addition, the Agenda for this Meeting was posted outside the meeting place (City Council Chambers in City Hall) and was emailed to all persons, organizations, and news media requesting notice. Notice for the public hearings was published in the Greenville News, posted on the properties subject of public hearing(s), mailed to all surrounding property owners, and emailed to all persons, organizations, and news media requesting notice pursuant to Section 6-29-760 of the S.C. Code of Laws and Section 19-2.2.9 of the Code of the City of Greenville.

Minutes prepared by Sharon Key and Ross Zelenske

Commissioners Present

Mike Martinez, Jeff Randolph, Derek Enderlin, Trey Gardner, Meg Terry, and Pamela Adams

Commissioners Absent

Diane Eldridge

Staff Present

Assistant City Manager Shannon Lavrin, Associate Development Planner Jordan Harris, City Attorney Mike Pitts, Community Planner Monique Mattison (virtual), Development Planner Harold Evangelista, Development Planner Ross Zelenske, Interim City Engineer Clint Link, Landscape Architect Hannah Slyce, Planning and Development Services Director Jonathan B. Graham, Principal Development Planner Kristopher Kurjiaka, Principal Landscape Architect Edward Kinney, Senior Development Planner Austin Rutherford, Strategic Communications Administrator MJ Simpson (virtual)

Call to Order

Chairwoman Meg Terry called the meeting to order at 4:02 PM. Chairwoman Terry provided normal beginning procedures for Commission meeting. She explained the agenda of the Planning Commission, outlined the rules for procedure, and invited the other commissioners to introduce themselves.

Approval of Previous Meeting Minutes

Commissioner Derek Enderlin moved to approve minutes as proposed for the following meetings. Commissioner Trey Gardner seconded the motion, and the minutes were unanimously approved.

- August 17, 2021 Workshop
- August 19, 2021 Public Hearing

Call for Affidavits from Applicants

Staff reported that all public notice affidavits were received. Staff noted that three applications had requested deferral and one item was determined to be insufficient.

Acceptance of Agenda

Commissioner Derek Enderlin motioned to approve. Commissioner Trey Gardner seconded the motion. The motion passed unanimously.

Conflicts of Interest

- Commissioner Meg Terry stated she had a conflict of interest with application MD-21-506 and had provided a conflict of interest statement to staff.

OLD BUSINESS

A. FDP-21-216 *Application requested to be deferred to October 21, 2021 meeting*

Application by Stone Property Management LLC for a **MULTI-FAMILY DEVELOPMENT** and **FINAL DEVELOPMENT PLAN** on 5.278 total acres located at **HOWE ST AND HAYNIE ST** for 179 apartment units ("ParkSouth") (TM# 009101-08-01400, 009101-08-01500, 009101-08-01600, 009101-08-01601, 009101-08-01603, 009101-08-01700, 009101-08-01800, 009101-08-01900, 009101-08-02000, 009101-08-02100, 009101-08-02200, 009101-08-02300, 009101-08-02400, 009101-08-02500, 009101-08-02700, 009101-08-02701, 009101-08-02702, 009101-08-02703, 009101-08-02704, 009101-08-02705, 009101-08-02800, 009101-08-03000)

B. MD-21-506

Application by Stanley Martin Homes for a **MULTI-FAMILY DEVELOPMENT** on approximately 3.92 acres located at **GIBBS STREET AND WESTFIELD STREET** for 104 condominium units ("Mayberry Village") (TM# 0051000300100, 0051000300400, 0051000300401, 0051000300500, 0051000300600, 0051000300700, 0051000300800, 0051000300900, 0051000301000, 0051000301100, 0051000301200, 0051000301300, 0051000301400, 0051000301500, 0051000301600)

Chairwoman Meg Terry removes herself due to conflict of interest on this item.

Staff report presented by Senior Development Planner Austin Rutherford

- Mr. Rutherford read through the staff report.

Commission Questions to Staff

- Mr. Randolph questioned staffs comment regarding placement of mechanical equipment Staff provided clarity. Mr. Martinez and Mr. Enderlin asked about the flat roof design and what was the intent of the Design Review Board comments. Staff provided clarity of DRB comments and process. Mr. Martinez asked about the timing of construction of a project adjacent to this project. Staff responded it was well before the Unity Park Code and was not part of the current design standards. Mr. Enderlin asked what points the DRB board all agreed on? Staff provides clarity regarding comments on #2 and #3.

Applicant Presentation

- Patrick McNair, 18 Grove Alley Way, spoke as the applicant. He presented the project in detail and intent of purpose. He offered to answer any questions.

- Ms. Adams asked about a tree conservation plan. Applicant discussed being for green space and product requirements. Ms. Adams asked staff if that is something they have to submit to staff? Staff provided clarity on green space requirements. Mr. Enderlin asked about the need of all the street parking spaces and the concern for more green space. Applicant discussed parking plans. Staff noted Unity Park Character Code public parking requirements. Ms. Adams questioned traffic safety for bicyclist and pedestrians. Applicant Jamie McCutchen responded to visibility and detailed plans. Mr. Randolph asked about screening and roof changes. Applicant provided clarity.

Public comments

- Matt Dukes, representing Greenville Water, discussed concerns with traffic in the area and that the Greenville Water building is a 24-hour operation with trucks loading and traveling.

Commission Discussion

- Mr. Randolph asked about staff recommendations on the screening for HVAC. Staff provided clarity. Board further discussed the project.

***Motion: Commissioner Derek Enderlin moved to recommend approval with staff comments and conditions, along with DRB comments except flat roof and improve tree loss as much and condition #4 be properly screened if not on roof for MD-21-506. Seconded by Commissioner Jeff Randolph. The motion passed by a vote of 5-0 vote.**

NEW BUSINESS

A. AX-6-2021 *Application determined to be insufficient*

Application by Ron Rallis for **ANNEXATION** and **REZONE** of approximately 17.88 acres located at **PELHAM ROAD AND HIGBOURNE DRIVE** from R-20, Single-family residential district, in Greenville County to C-2, Local commercial district, in the City of Greenville (TM# 0543030105700, 0543030105701)

B. Z-30-2021 *Application requested to be deferred to October 21, 2021 meeting*

Application by Parker Group Development for a **REZONE** of approximately 2.36 acres located at **DOUTHIT CIRCLE AND N LEACH STREET** from RM-1, Single-family and multifamily residential district, to RM-2, Single-family and multifamily residential district (TM# 0075000301000, 0075000301100, 0075000300900, 0075000300203, 0075000300300, 0075000300202, 0075000300800, 0075000301101, and 0075000300206)

C. Z-31-2021 *Application requested to be deferred to October 21, 2021 meeting*

Application by City of Greenville for adoption of the West End Small Area Plan

OTHER BUSINESS

A. Staff Update

- West End Small Area Plan
 - Mr. Rutherford provided an update.
- Village of West Greenville

- Mr. Evangelista provided update
- Land Management Ordinance Update
- Mr. Kurjiaka provided an update.

B. Upcoming Dates:

September 21, 2021 – PC Special Called Workshop

October 19, 2021 – PC Workshop

October 21, 2021 – PC Public Hearing

Adjourned at 5:03 PM

STATEMENT OF POTENTIAL CONFLICT OF INTEREST

TO: Chairperson or Presiding Officer of the Planning Commission

FROM: Meg Terry
(Commission Member=s Name)

Pursuant to South Carolina Code Section 8-13-700(b), I make this statement concerning the matter described below, action or decision upon which will directly affect an economic interest as contemplated by the Ethics, Government Accountability Campaign Reform Act of 1991:

A. The matter requiring action or decision is as follows:

Meeting Date: 16 September 2021

Agenda Item No.: MD-21-506 Subject: Gibbs & Hyde (Mayberry Village)

Agenda Item No.: _____ Subject: _____

Agenda Item No.: _____ Subject: _____

B. The nature of my potential conflict is as follows:

___ I have an economic interest which will be affected by the action.


___ A member of my immediate family has an economic interest which will be directly affected.

___ An individual with whom I am associated has an economic interest which will be affected.

X A business with which I am associated has an economic interest which will be affected.

I hereby withdraw from any votes, deliberation or other actions on this matter and request that my disqualification and the grounds therefore be noted in the minutes.

Date: 13 September 2021

Signature: 

STAFF LIAISON SHALL NOTE THIS ABSTENTION AND THE ABOVE GROUNDS IN THE MINUTES. THIS STATEMENT SHALL BE ATTACHED TO THE MINUTES.

Chairperson or Presiding Officer

Ross Zelenske

From: mmotel@aol.com
Sent: Tuesday, August 31, 2021 9:02 AM
To: Ross Zelenske
Subject: Annexation petition AX-6-2021
Attachments: 2019-12-28 recorded amendment to the R & C's.pdf; 2011-07-26 300dpi 1981 Restrictions for buffer propeties.pdf

CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or opening attachments.

August 31, 2021

Ross Zelenske
Development Planner
City of Greenville SC
206 S. Main Street
Greenville, SC 29602

email: rzelenske@greenvillesc.gov

Subject: AX-6-2021 Annexation petition for property owned by Rallis Holdings LLC
Tax Map numbers 0543030105700 and 0543030105701

Mr. Zelenske,

It is my understanding that the subject petition seeks to annex the subject properties with a C -2 zoning designation.

The Planning Commission should be aware that these properties are governed by Deed Restrictions and Covenants (R & C's) that limit the development to residential single family units. The Planning Commission should be aware that these Restrictions and Covenants trump any City Zoning inconsistent with that use.

Those R & C's are the 1981 R & C's imposed on the Properties by Lincoln of South Carolina as amended in December 2019; copies attached.

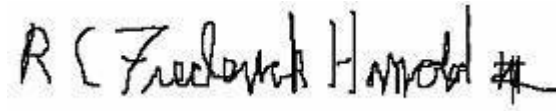
The neighborhood of Watson Orchard will vigorously defend those R & C's as it has done in the past as evidenced by *Case # 2009-CP-23-7707* which made it to the SC Supreme Court and *Case # 2019-CP-2307064* currently ongoing.

Should the City Of Greenville cause significant confusion by Annexing the properties and applying Zoning inconsistent with the Restrictions and Covenants that apply to the properties, the City of Greenville may be liable for damages should a buyer of the properties rely on the inconsistent zoning the City of Greenville has applied.

**I urge the City of Greenville to avoid such a predicament and if, in its wisdom it proceeds with the annexation,
that it apply zoning consistent the the uses prescribed the the R& C's**

Mr. Zelenske, I ask that you share this information with the City Attorney, Michael S Pitts, and with each member of the Planning Commission individually.

Regards,

A handwritten signature in black ink, appearing to read "R C Frederick Hanold III", followed by a stylized flourish.

**R. C. Frederick Hanold, III
13 Darien Way
Greenville SC 29615
864 987 5045**

GREENVILLE COUNTY REG OF DEEDS
301 UNIVERSITY RIDGE, STE 1300
GREENVILLE, SC 29601
864-467-7240

ISSUED TO:
PATRICIA CONLEY STULTZ

RECEIPT #: 19071282
DATE: 12/31/2019 10:12:47 AM

DOC # Book Page PGS FEE

2019103385 2584 1893 4
AMENDMENT OF \$25.00
RESTRICTIVE COVENANTS

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Total Amount Due:	\$25.00
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Cash	\$25.00
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Total Amount Paid	\$25.00
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THANK YOU
Deputy: miawens

Prepared by: Stephen Fulton Shaw, Esq.
ShawLaw, LLC
27 S. Main Street, Suite L
Travelers Rest, SC 29690

MEMORANDUM OF AMENDMENT

DATE: December 30, 2019
TO: Watson's Orchard Subdivision
FROM: Stephen Fulton Shaw, Esq.
RE: Amendment to Restrictions and Protective Covenants

The Declarant of the Watson Orchard Subdivision, or its successor in interest, published certain Declaration of Restrictions and Protective Covenants (hereafter, "Declarations") applicable and appurtenant to, the lands and members described in that declaration made on January 15, 1981 and recorded on January 16, 1981 at Book 1140 Page 961, Greenville Co. Register of Deeds. Those Declaration of Restrictions and Protective Covenants, Watson Orchard Subdivision is also referred to as "Watson's Orchard Subdivision" and/or Watsons Orchard Subdivision, and these terms are interchangeable.

Those Declarations allow for amendment by a majority of the then owners of developed lots. For the purpose of amendment, lot owners drafted a ballot and made known the availability of the ballot. Additionally, several lot owners made available three meeting dates at a home in the neighborhood at which the amendment was explained and made available for execution with a South Carolina notary.

As a result, in accordance with all applicable conditions set forth in the declarations, before this date, a majority of the then owners cast ballots in a number greater than a majority. Therefore, the Declarations were lawfully amended.

WHEREFORE, after proper notice, **I ELECT** to amend the Declaration of Restrictions and Protective Covenants as follows:

(Remainder of page intentionally blank.)

1. AMENDMENT TO PREAMBLE

The **PREAMBLE** to the Declaration of Restrictions and Protective Covenants of the Watson Orchard Subdivision is **AMENDED** as follows:

I ELECT TO REMOVE:

"covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each unless, by vote of a majority of the then owners of the lots into which the property described above shall have been developed and in Watson Orchard Subdivision, the within covenants, conditions and restrictions are changed or amended, in whole or in part.

I ELECT TO AMEND AND REPLACE AS FOLLOWS:

"covenants, conditions, and restrictions shall be automatically extended for successive periods of twenty (20) years each unless, by vote of a super-majority of greater than Seventy-Five (75%) percent of the then owners of the lots into which the property described above shall have been developed and in Watson Orchard Subdivision, the within covenants, conditions and restrictions are changed. Notwithstanding any other definition and, without waiving any of the existing covenants, conditions and restrictions herein, "DEVELOPED" shall mean that the subject property has an existing and permanent single-family residence that is built to completion to include the issuance of a Certificate of Occupancy by Greenville County or the applicable issuing local government."

2. AMENDMENT TO BODY OF DECLARATION

ARTICLE II, Section 2(i) of the Declaration of Restrictions and Protective Covenants of the Watson Orchard Subdivision is **AMENDED** as follows:

(Remainder of page intentionally blank.)

I ELECT TO REMOVE:

"(i) The 14.79 acre tract of land fronting on Pelham Road described in Exhibit "A" shall have all lots facing Pelham Road with a minimum frontage of 200 feet, and a minimum lot size of 55,000 square feet."

I ELECT TO AMEND AND REPLACE AS FOLLOWS:

"(i) The 14.79 acre tract of land fronting on Pelham Road described in Exhibit "A" shall have all lots facing Pelham Road with a minimum frontage of 200 feet, and a minimum lot size of 55,000 square feet. Nothing herein shall be construed to prohibit primary access to the dwelling by way of Brendan Way as opposed to Pelham Road."

ARTICLE II, Section 2(ii) of the Declaration of Restrictions and Protective Covenants of the Watson Orchard Subdivision is **AMENDED** as follows:

I ELECT TO REMOVE

"(ii) The approximate 8 acre tract of land lying between Haywood Road and Watson's Orchard Subdivision described in Exhibit "A" shall be developed in such a manner so that the frontage of all lots shall face inward toward Watson's Orchard Subdivision; each lot shall have a minimum area of 1.5 acres, and the property may not be subdivided in any manner to allow more than 4 lots. Access shall be to existing streets in Watson's Orchard Subdivision only. No direct access to Pelham or Haywood Roads shall be allowed, and not lot or structure situate thereon shall be designed to provide ingress or egress directly to Pelham or Haywood Roads."

I ELECT TO AMEND AND REPLACE AS FOLLOWS:

"(ii) The approximate 8 acre tract of land lying between Haywood Road and Watson's Orchard Subdivision described in Exhibit "A" shall be developed in such a manner so that each lot shall have a minimum area of 1.5 acres, and the property may not be subdivided in any manner to allow more than 4 lots."

(Remainder of page intentionally blank.)

3. GENERAL AMENDMENT PROVISIONS

I ELECT TO ADD SEVERABILITY AS FOLLOWS:

The undersigns intend to make this AMENDMENT severable. If any clause, provision, section, sentence, or other portion of this AMENDMENT is found to be inapplicable, invalid, void, unconstitutional, illegal, contrary to public policy, or unenforceable by law to any circumstance or person, the undersigned intend that the remainder of the Amendment will nonetheless continue to be in full effect.

----- END OF AMENDMENT -----

The Declarations are now amended as set forth above and run with the land and members as a negative reciprocal easement appurtenant to each and every parcel, piece, or lot of land described in that declaration made on January 15, 1981 and recorded on January 16, 1981 at Book 1140 Page 961, Greenville Co. Register of Deeds.



Stephen Fulton Shaw, Ph.D., Esq.
ShawLaw, LLC
27 S. Main Street, Suite L
Travelers Rest, SC 29690
(864) 834-4404
steve@steveshawlaw.com

(Remainder of page intentionally blank.)

EXHIBIT A

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, containing 14.78 acres, as is more fully shown on a plat entitled "Survey for Richard Watson," prepared by Carolina Surveying Company, dated June 27, 1980, revised August 19, 1980, revised August 27, 1980, revised September 3, 1980, and revised December 1, 1980, and having according to said plat, the following metes and bounds, to wit:

BEGINNING at a stake on the southern side of Pelham Road, at its intersection with Haywood Road and running thence along the southern side of Pelham Road, N. 84-07 E. 1,391.7 feet to a stake; running thence N. 87-55 E. 99.5 feet to a stake; running thence S. 85-33 E. 100.6 feet to a stake; running thence to a stake; running thence S. 79-11 E. 100.0 feet to a stake, running thence S. 72-58 E. 99.8 feet to a stake; running thence S. 68-57 E. 338.4 feet to a stake at the intersection of Pelham Road and a proposed road; running thence with the curvature of the said intersection, the chord of which is S. 25-48 E. 43.8 feet to a stake; running thence with the western side of said proposed road, S. 17-20 W. 270.6 feet to a stake at the corner of a tract containing 22.15 acres, running thence with the line of said tract, the following courses and distances to-wit: N. 68-57 W. 387.9 feet to a stake, N. 82-20 W. 256.9 feet to a stake; S. 84-07 W. 1,433.1 to a stake on the eastern side of Haywood Road; running thence with the eastern side of Haywood Road and Pelham road; running thence with the curvature of said intersection, the chord of which is N. 40-08 E. 71.0 feet to the point of beginning.

ALSO: ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, and having shown and designated as Tract A and plat recorded in the RMC Office for Greenville County in Plat Book C, at Page 80, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at Pelham Road at the corner of property now or formerly of Adams, and running with the line of the Adams property, N. 14-35 E. 1337 feet to an iron pin; thence S. 73 E. 348 feet, thence S. 14-35 W. 1185 feet to Pelham Road; thence with the northern side of Pelham Road S. 83-50 W. 370 feet to the point of beginning.

LESS, HOWEVER: ALL that certain piece, parcel or lot of land situate, lying and being in Greenville Township near the City of Greenville, and having, according to a plat recorded in Plat Book 5-O, at Page 1, RMC Office for Greenville County, and shown on survey by Dalton & Neves, Engineers, dated October, 1975, as property of the Grantor and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Pelham road, formerly property of Neil Baker Adams, and running thence with Pelham Road, N. 84-25 E. 75-15 feet to an iron pin; thence with intersection of said road and intersection of Haywood Road, N. 37-45 E. 58.97 feet to and iron pin; thence with Haywood Road, N. 8 18 W. 251.23 feet to an iron pin; thence with property of Neil Baker Adams, S. 14-35 W. 70.35 feet to the beginning.

ALSO, LESS, HOWEVER: Subject to that certain right of way agreement granted to the South Carolina Highway department covering approximately 2.28 acres of the above described property.

FILED
STATE OF SOUTH CAROLINA GREENVILLE CO. S. C.
COUNTY OF GREENVILLE JAN 16 4 22 PM '81
DONNIE S. TANKERSLEY
R.M.C.

EV 1140 PAGE 961

DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS

The undersigned, Lincoln of South Carolina, Inc., a South Carolina corporation, hereinafter known as "Declarant", the owner of the properties described in Exhibit "A" annexed hereto and made a part hereof by reference, deems it in the best interest of itself and future owners of said properties to subject said properties to the protective covenants, restrictions, conditions, servitudes and easements hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the properties described in Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictive covenants and conditions, which are hereby imposed against said property for the purpose of protecting the value and desirability of said property; that the covenants, conditions and restrictions hereinafter set forth shall run with the property described in Exhibit "A" and be binding upon all parties having any right, title or interest in the said described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof and all owners of property in Watson's Orchard Subdivision as shown on plat recorded in the R.M.C. Office for Greenville County in Plat Book 000, Page 99, and the lot in Plat Book 4-C, Page 133, hereinafter referred to as "Watson's Orchard Subdivision", until January 1, 2010 at which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each unless, by vote of a majority of the then owners of the lots into which the property described above shall have been developed and in Watson's Orchard Subdivision, the within covenants, conditions and restrictions are changed or amended, in whole or in part. In the event such vote shall take place, such vote shall be cast by the legal title holder of each individual lot, provided, however, that only one vote shall be cast for each lot in the event legal title thereto shall be held jointly or otherwise.

If the undersigned, its successors or assigns, or any property owner of any lot into which the property described above shall subsequently be cut should violate or attempt to violate any of the covenants, conditions, and restrictions herein contained, it shall be lawful for any person or persons owning any of the real estate subject to these restrictions or in Watson's Orchard Subdivision to prosecute any proceeding at law in equity against the person or persons violating or attempting to violate same, to either prevent him or them from so doing, or to recover damages or dues for such violations.

Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE I.

USES PERMITTED AND PROHIBITED

(1) All lots shall be used exclusively for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family residential dwelling not to exceed two and one-half stories in height, and a garage attached or detached for private passenger automobiles and servants quarters, and which shall have been approved by the Architectural Committee for qualification of workmanship and materials, harmony of external design with existing structure and as to location with respect to topography and finished grade elevation.

(2) No trailer, basement, tent, shack, garage, barn or other out-building erected upon any lot shall at any time be used as a residence either temporarily or permanently. No structure of a temporary nature shall be used as a residence and no house trailer shall be placed on any lot either temporarily or permanently.

(3) No obnoxious or offensive activity shall be carried on anywhere on the property subject to these covenants nor shall anything be done thereon which may be or become an annoyance, nuisance, or menace to the neighborhood. No lot or any part thereof shall be used for any business or commercial purpose.

(4) All fuel oil tanks or containers shall be covered or buried underground consistent with normal safety precautions.

(5) No animals shall be kept, maintained or quartered on any lot or tract in this subdivision except that usual household pets may be kept in reasonable numbers for the pleasure of the occupants.

(6) Garbage and trash cans, wood piles and clothes drying in yards must be so located that they will not be visible from the street.

(7) Property owners will be required to keep tall shrubbery or hedges trimmed to reasonable limits where air circulation or view from surrounding property may be adversely affected or where traffic hazards may be created.

(8) Provisions must be made by the property owners for adequate off-street parking of all vehicles.

(9) Particular care must be given to the design and location of carports or garages. Carports or garages must be located away from the principal street of the house so that the main view of the house from the street will not be directly into such a carport or garage.

(10) A five-foot easement is reserved over and across all side lot lines and a ten-foot easement is reserved over and across all rear lot lines for drainage and utility installation and maintenance; provided that when more than one lot shall be used as a site for only one residence, the aforesaid five-foot easement shall apply only with respect to the exterior lines of such consolidated lot.

(11) Nothing herein contained shall be construed to prohibit the use of more than one lot or portions of one and more lots as a single residential building site, provided that said lot would otherwise meet the requirement as to size, frontage, set-back line and directional facing of said building as determined by the Architectural Committee.

ARTICLE II.

SET-BACKS, LOCATION AND SIZE OF IMPROVEMENTS AND OF BUILDING PLOTS

(1) No building shall be erected on any lot nearer to the front street line than 75 feet or nearer to the side street line than 50 feet. Any such building shall face toward the front line of the lot except that buildings to be constructed on corner

lots shall face in the direction designated by the Architectural Committee. No building or structure shall be located nearer to any interior side lot line than the distance represented by ten percent of the width of the lot (at the building set-back line) on which said building is to be located.

(2) Frontage and lot size restrictions are imposed as follows:

(i) The 14.79 acre tract of land fronting on Pelham Road described in Exhibit "A" shall have all lots facing Pelham Road with a minimum frontage of 200 feet, and a minimum lot size of 55,000 square feet.

(ii) The approximate 8 acre tract of land lying between Haywood Road and Watson's Orchard Subdivision described in Exhibit "A" shall be developed in such manner so that the frontage of all lots shall face inward toward Watson's Orchard Subdivision; each lot shall have a minimum area of 1.5 acres, and the property may not be subdivided in any manner to allow more than 4 lots. Access shall be to existing streets in Watson's Orchard Subdivision only. No direct access to Pelham or Haywood Roads shall be allowed, and no lot or structure situate thereon shall be designed to provide ingress from or egress directly to Pelham or Haywood Roads.

(3) No wall, fence, or hedge shall be erected across or along the front of any lot and nearer to the front lot line than the building set-back line having a height of more than three feet unless approved by the Architectural Committee. No corner lot shall have a wall, fence or hedge erected any closer to the street than the front building line of any adjacent lot unless approved by the Architectural Committee. Any such wall, fence, or hedge proposed to be erected or placed on any such lot whether as part of the architect's residence design or a later addition must receive the approval in writing of the Architectural Committee.

(4) No lot shall be recut so as to face in any direction other than the front line of the lot, nor shall it be recut so as to make any building site smaller than is provided for herein.

(5) No one-story, split-level or story-and-a-half residence shall be constructed containing less than 2,200 square feet of heated floor space exclusive of porches, garages, and breezeways. In computing the square footage of any

split-level or story-and-a-half residence or any residence containing a basement which is finished and heated, one-half credit shall be given for the area above or below the ground floor with a minimum of 2,000 square feet on the ground floor. No two-story residence shall be erected containing less than 1,400 square feet of heated floor space on the ground floor nor less than 1,100 square feet of heated floor space on the second floor exclusive of porches, garages, and breezeways.

ARTICLE III.

APPROVAL OF PLANS

(1) The Architectural Committee for this subdivision shall be composed of:

- (i) Three residents and owners in Watson's Orchard Subdivision;
- (ii) A competent architect licensed to practice in South Carolina who shall be selected by lot owners in Watson's Orchard Subdivision.

(iii) A competent, experienced builder and contractor licensed by the State of South Carolina who shall be selected by lot owners in Watson's Orchard Subdivision.

In the event of a vacancy on the Architectural Committee or the failure or inability of any member to act, the vacancy shall be filled temporarily or permanently as may be necessary by appointment by lot owners in Watson's Orchard Subdivision. The appointment shall be within the categories set forth above. The members of the Architectural Committee shall be appointed for a term of one year but may be reappointed for additional terms with no limit on the number of additional terms to which they can be reappointed. In all matters, a majority vote shall govern.

(2) No improvements shall be erected, placed, altered, or changed on any lot in this subdivision until and unless the building plans, specifications, and plot plan showing the proposed type of construction, exterior design, location of residence, walks, drives and fences have been approved in writing by the Architectural Committee as to conformity and harmony of external design and consistence of plan with existing residences on other lots in the subdivision and as to the location of the structure with respect to topography and finished ground elevation.

(3) In order to prevent duplication of buildings or improvements to be constructed in this subdivision, the Committee is vested with full authority to approve or disapprove plans for the construction of any building or improvement with its major features so similar to an existing building or improvements as to be considered a substantial duplication thereof in the discretion of the Committee. The Architectural Committee shall further have the right to refuse to approve any such plans, specifications, or plot plans. In making its decisions the Committee shall take into consideration the suitability of the proposed building or other improvement, the materials of which it is to be built, whether or not it is in harmony with the surroundings and what effect it will have on other residences already constructed and what effect it will have on the outlook from adjacent or neighboring property.

(4) In the event that the Committee fails to approve or disapprove such plans within thirty (30) days after they have been submitted to it, or if no suit to enjoin the erection or alteration of such building or improvement has been commenced before such erection or alteration is substantially completed, approval of the Architectural Committee will be conclusively presumed and this covenant will be deemed to have been fully complied with. The term "building or improvement" shall be deemed to include the erection, placement or alteration of any wall, fence, driveway or parking area.

(5) Application for approval as required herein shall be made to the Committee at the principal residence of the then President of Watson's Orchard Subdivision, Inc., Watson's Orchard, Greenville, S. C., 29615, and at the time of making such application, the building plans, specifications, and plot plans shall be submitted in duplicate. One copy of such plans and specifications will be retained by the Committee, and the other copy will be returned to the applicant with approval or disapproval plainly noted thereon.

(6) No member of this committee shall be liable for any act or omission except willful misconduct or gross and inexcusable neglect.

(7) The Architectural Committee is authorized by a unanimous vote of all its members to approve or ratify in the construction or alteration of any building

minor violations of the set-back, location and size of improvements provisions of these Restrictions if in the opinion of all the members of the Committee such shall be necessary to prevent undue hardship. The approval or ratification by the Committee in accordance with this paragraph shall be binding on all persons.

ARTICLE IV.

MISCELLANEOUS

(1) No signs shall be permitted on any lots except that a single sign offering property for sale or for rent or security signs may be placed on any such lot providing such sign is not more than 24 inches wide and 18 inches high.

(2) All residences shall have a standard letter size metal mailbox, as approved by the Postmaster General, which is to be erected by the owner at the height required by the Post Office Department. All boxes and posts shall be kept in a good state of repair at all times. Any deviation from this shall be approved by the Architectural Committee.

(3) No boat, mobile home, trailer, camper, or self-contained recreational vehicle of any kind shall be parked on any lot in the subdivision for a period of more than the time necessary to load or unload such vehicle and in no event shall such vehicle be allowed to remain on the lot more than 24 hours at any one time, except that lot owners who may own such vehicles may park them so there is minimum visibility from the street.

(4) The removal of any tree which is in excess of six (6) inches in diameter (dbh) will require prior approval of the Architectural Committee.

IN WITNESS WHEREOF, the undersigned has executed this document under seal this 15th day of January, 1981.

In the presence of:

Patrick H. Grayson
Alecia D. Smith

LINCOLN OF SOUTH CAROLINA, INC. (SEAL)

BY: *B. W. Bruce*
President & Secretary

1328-112

IV-149 968

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s) he saw the within named Lincoln of South Carolina, Inc. sign, seal and as its act and deed deliver the within written Declaration of Restrictions and Protective Covenants and that (s) he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 15th
day of January, 1981.

Alexia D. Smith

Arthur H. Grayson (L.S.)
Notary Public for South Carolina
My Commission Expires: 12-15-89

EXHIBIT "A"

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, containing 14.79 acres, as is more fully shown on a plat entitled "Survey for Richard Watson", prepared by Carolina Surveying Company, dated June 27, 1980, revised August 19, 1980, revised August 27, 1980, revised September 3, 1980, and revised December 1, 1980, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake on the southern side of Pelham Road, at its intersection with Haywood Road and running thence along the southern side of Pelham Road, N. 84-07 E. 1,391.7 feet to a stake; running thence N. 87-55 E. 99.5 feet to a stake; running thence S. 85-23 E. 100.6 feet to a stake; running thence S. 79-11 E. 100.0 feet to a stake; running thence S. 72-58 E. 99.6 feet to a stake; running thence S. 68-57 E. 338.4 feet to a stake at the intersection of Pelham Road and a proposed road; running thence with the curvature of said intersection, the chord of which is S. 25-48 E. 43.8 feet to a stake; running thence with the western side of said proposed road, S. 17-20 W. 270.6 feet to a stake at the corner of a tract containing 22.15 acres; running thence with the line of said tract, the following courses and distances to-wit: N. 68-57 W. 387.9 feet to a stake; N. 82-20 W. 256.9 feet to a stake; S. 84-07 W. 1,433.1 feet to a stake on the eastern side of Haywood Road; running thence with the eastern side of Haywood Road, N. 8-06 W. 250.8 feet to a stake at the intersection of Haywood Road and Pelham Road; running thence with the curvature of said intersection, the chord of which is N. 40-06 E. 71.0 feet to the point of beginning.

ALSO: ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, and being shown and designated as Tract A and plat recorded in the RMC Office for Greenville County in Plat Book C, at Page 60, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at Pelham Road at the corner of property now or formerly of Adams, and running with the line of the Adams property, N. 14-35 E. 1337 feet to an iron pin; thence S. 72 E. 346 feet, thence S. 14-35 W. 1185 feet to Pelham Road; thence with the northern side of Pelham Road, S. 83-50 W. 370 feet to the point of beginning.

LESS, HOWEVER: ALL that certain piece, parcel or lot of land situate, lying and being in Greenville Township near the City of Greenville, and having, according to a plat recorded in Plat Book 5-O, at Page 1, RMC Office for Greenville County, and shown on survey by Dalton & Neves, Engineers, dated October, 1975, as property of the Grantor and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Pelham Road, formerly property of Nell Baker Adams, and running thence with Pelham Road, N. 84-25 E. 75-15 feet to an iron pin; thence with intersection of said road and intersection of Haywood Road, N. 37-45 E. 88.97 feet to an iron pin; thence with Haywood Road, N. 8-18 W. 251.20 feet to an iron pin; thence with property of Nell Baker Adams, S. 14-35 W. 250.4 feet to an old iron pin; thence S. 14-35 W. 70.35 feet to the beginning.

ALSO, LESS, HOWEVER: Subject to that certain right-of-way easement granted to the South Carolina Highway Department covering approximately 2.28 acres of the above described property.

RECORDED: JAN 16 1981 at 4:22 P.M.

20644

Ross Zelenske

From: John Finger <johnfingerracing@msn.com>
Sent: Tuesday, September 7, 2021 4:00 PM
To: Planning
Subject: AX-5-2021 reference to up coming September planning commission meeting

CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or opening attachments.

The finger family 2 battery park 29615 input 1 we do not want to be annexed into the city. 2we don't want 71 homes across the street. 3 we already need a traffic light at the intersection of Brenden, Pelham, and Greystone without trying to put 71 more homes in there 3 we don't want it zoned commercial. Just to be on the record. john finger and paula finger

Ross Zelenske

From: Kathleen Payne <kpayne@synesisintl.com>
Sent: Thursday, September 9, 2021 6:28 PM
To: Ross Zelenske
Cc: Michael Pitts
Subject: AX-6-2021 Annexation petition for property owned by Rallis Holdings LLC - Tax Map numbers 0543030105700 and 0543030105701

CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or opening attachments.

Mr. Zelenske,

I am writing to you in regards to the AX-6-2021 Annexation petition for property owned by Rallis Holdings LLC - Tax Map numbers 0543030105700 and 0543030105701.

I urge you to not approve this annexation and rezoning to C2.

The application is too preliminary and has multiple mistakes. The biggest is that Rallis Holdings mistakenly said that the restrictions are "In Debate." They are not. The covenants and restrictions were challenged by the property's previous owner in the past and were upheld by the SC Supreme Court in Case # 2009-CP-23-7707. The covenants and restrictions are NOT in debate. Rallis indicates he was fully aware of this situation when he bought the land. However, I am not sure if you are aware of this situation.

If the City annexes and rezones this to commercial at this time, it will be very deceptive and misleading to anyone that may consider purchasing this property over time. This issue has caused so much angst and legal fees for our neighbors to date and we hope the City does not want to put people through this again when the SC Supreme Court has already withheld the current covenants.

I also went to the City-required "Neighborhood Meeting" that Rallis held yesterday. I understand that it is customary for the property owner to come prepared to discuss a plan for the land he is looking to annex/re-zone. He said he has no plan to present for the property and that the City required him to put C2 on the application since he has no plan. He did say that he would be willing to change the rezoning in the application to Residential.

- Did the city really force him to say C2 even though he says he prefers residential? If so, why did the city do this?
- Why would he or the city entertain a plan to rezone to something that is not legal under the property's covenants, especially if there is no plan

I tried to attend the meeting with an open mind but heard so much contradictory statements from the Rallis team that we are not sure what to believe at this point.

I highly recommend that the Annexation be completely tabled until there is a plan for the property. Since Rallis indicates there is no plan, annexation seems a moot point and is just wasting resources. Once he has a plan that meets the legal restrictions and covenants, the Annexation can be revisited with a Residential classification.

Please let me know if there is anyone else I should include in my correspondence on this issue. Or, in lieu of this, I would appreciate if you could forward this to anyone else who is involved in this decision. I beg you not put our neighbors through having to file lawsuits related to this annexation and rezoning. **Any annexation or rezoning by the city should keep the property-usage situation transparent so that future property owners to know this is a residential tract of land with protected covenants and restrictions.**

Thank you so much for your time to read my emails. And, thank you for taking the property's binding covenants and restrictions into account when making this decision.

Please contact me via this email or the phone number below if you wish to discuss any of these points.



Kathleen Payne

864-679-1414 | www.SynesisIntl.com | [Support](#)



Ross Zelenske

From: Debbie Bucklaew <debbie7247@gmail.com>
Sent: Friday, September 10, 2021 6:52 PM
To: Planning
Subject: Rallis Holdings Haywood Rd & Pelham Development

CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or opening attachments.

I am a resident of Watson Orchard subdivision, this property is directly across the street from our subdivision.

We object to any zoning for this property other than low density residential.

This property is subject to covenants and restrictions restricting that property to a total of 11 residential units. Our neighborhood will adamantly defend these restrictions. If annexed, it makes the most sense for the zoning to match our restrictions.

There is already too much traffic on Pelham road for it to be anything but low density residential.

It's already difficult and dangerous at times to pull out on Pelham Rd. as it is especially after 5:00pm.

Debbie Bucklaew
828-507-7247

Ross Zelenske

From: Mahlon Cameron <mahloncameron@gmail.com>
Sent: Friday, September 10, 2021 3:41 PM
To: Planning
Subject: Annexation/Zoning Re: Haywood Rd/Pelham Rd Property

CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or opening attachments.

To Whom It May Concern:

I am a resident of the Watson Orchard Neighborhood which sits directly across from the property on the corner of Haywood and Pelham. I understand that the owner/developer of the property has recently filed to have the land annexed into the city of Greenville and simultaneously rezoned for commercial use.

I am vehemently against the rezoning of this property. Not only does it go against the Watson Orchard restrictive covenants, but I believe it would cause even more congestion to what is already one of the busiest intersections in Greenville. The restrictive covenants allow for a small number of single family homes to be built on the property which would not cause much strain on the traffic in the area.

I am confused on how it could even be possible to rezone the land with these restrictive covenants and a supreme court ruling upholding these covenants within the last ten years. It seems to me this is a case of a very greedy developer.

Sincerely,
Mahlon Cameron

Ross Zelenske

From: dp pence <flintcreek@msn.com>
Sent: Friday, September 10, 2021 3:47 PM
To: Planning
Subject: Rezoning Pelham Road

CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or opening attachments.

I am a homeowner in Watson Orchard and have been here for the last 14 years.

The land on Pelham Road was given to Watson Orchard neighborhood as a buffer zone many years ago in exchange for permission for development towards the interstate. It was then and continues to be zoned for single-family homes.

Soon after our arrival in Watson Orchard, there was a long series of legal battles over whether or not this could be turned commercial. This resulted in appeals by the developers who eventually took the matter to the Supreme Court. Our restrictions and covenants were upheld.

The current would be developer has told us several different stories since he became involved, starting with requesting higher density housing. This is an option that we had previously suggested but at the time the developers seemed to have no appetite for it.

The sudden request for annexation and commercial zoning has come out of left field. It is a neither morally or legally appropriate.

We trust the city will do the right thing and reject this proposal.

Thank you

Penelope Galbraith

11 September, 2021

Planning and Development Office
PO Box 2207
Greenville, SC 29602

Re: Pelham-Rallis Property Annexation/Zoning Application

City Planning Commission, all Members:

In a recent meeting held by the applicant(s), it was made clear to the attendees of that meeting that said property owner(s) had no formal Development Plans to present to the attendees, were not interested in addressing any "petty" concerns, were intent only on selling the property as commercial, and were merely holding the meeting to fulfill procedural requirements of the City.

As the Planning Commission is well aware, the community of Watsons' Orchard, located directly across Pelham Road from the parcel, has Covenants and Restrictions on the property that specifically require the property only be developed as a residential space, consisting of no more than 11 single-family homes on at least one acre lots.

With this in mind, I respectfully request the application for rezoning be denied. In my opinion, if the City participates in the rezoning of this parcel, the City will be in essence, inviting future litigation against the community of Watsons' Orchard regarding the Covenants and Restrictions, causing the residents to incur massive legal fees and suffering. I don't believe it would be anyone's intent to purposefully do such harm to a community, therefore, I request your very careful consideration of this matter.

Best Regards,

Lori Leathers

Ross Zelenske

From: Marshall Franklin <marshallefranklin@gmail.com>
Sent: Saturday, September 11, 2021 11:07 AM
To: Planning
Subject: Rallis Annexation / Zoning for Pelham Rd Property

CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or opening attachments.

I oppose the Rallis Zoning request of C2. The property has restrictions and covenants that limit the use to large lot residential. The zoning should be consistent with these r&cs.

Best regards,
Marshall

Marshall Franklin
100 Highbourne Dr
Greenville SC 29615

Mobile: 864-991-9947

Ross Zelenske

From: David Saliny <dsaliny@gmail.com>
Sent: Sunday, September 12, 2021 3:39 PM
To: Planning
Subject: Request for annexation and commercial zoning for the Watson Orchard Subdivisions buffer zone on Pelham Rd.

CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or opening attachments.

To Whom It May Concern,

We are writing to you in reference to the request for annexation and commercial zoning for the land which is a buffer zone for our neighborhood Watson Orchard. We have lived in Watson Orchard for the past 16 years. When we moved in we were told that the land across Pelham Rd. was originally given to Watson Orchard homeowners as a buffer zone to allow commercial development towards highway 385. The land located on Pelham Rd. has been and is currently zoned for single family homes. We strongly feel that this land should remain zoned for single family homes. There have been several long series of legal battles over whether or not this land should be rezoned for commercial development. The result of these legal battles ended with the Supreme Court ruling in favor of our covenants and restrictions. The current developer simply wants to get the land rezoned so he cash out by selling the land for millions for commercial uses. With all of the development currently going on in Greenville we ask that you help keep the green in Greenville. We strongly ask that you deny the proposal for annexation and rezoning for commercial development.

Thank you very much,

David & Xiao-Li Saliny
3 Darien Way, Greenville SC 29615

Ross Zelenske

From: Elizabeth Conroy <liz1conroy@gmail.com>
Sent: Monday, September 13, 2021 8:35 AM
To: Planning
Subject: Rallis Property Annexation on Pelham Road
Attachments: 2011-07-26 300dpi 1981 Restrictions for buffer propeties.pdf; 2019-12-28 recorded amendment to the R & C's.pdf

CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or opening attachments.

Hello,

As a Watson Orchard homeowner, I wanted to make sure the planning commission is fully aware of the WO Covenants and Restrictions which will govern what the zoning and development of the parcel on Pelham Road can be. This is not in debate and these R&C's have existed since the start of the neighborhood. The zoning of this parcel and R&C's (see attached) have been challenged in ~2010 but the supreme court ruled in the favor of the R&C's (*Case # 2009-CP-23-7707 which made it to the SC Supreme Court*). Therefore, the city needs to be aware of this so that if the property is annexed it retains the correct zoning as per the R&C of WO.

Rallis has provided no plan. During the neighborhood meeting hosted by Rallis on Sept. 8th, no plans or information was shared by Rallis to the neighbors for this parcel. In fact, the meeting opened with Rallis communicating "there is no plan" to the entire room. The letter we received to attend this meeting stated "the applicant will share additional information about this proposal during the neighborhood meeting." No proposal was shown and the meeting was not conducted to provide anyone there with information or plans. Rallis just took questions and comments.

Thanks for your time and for reviewing this. I look forward to the meeting on the 16th at 4pm.

Best Regards,
Liz Conroy
21 Highbourne Drive
Greenville, SC 29615

GREENVILLE COUNTY REG OF DEEDS
301 UNIVERSITY RIDGE, STE 1300
GREENVILLE, SC 29601
864-467-7240

ISSUED TO:
PATRICIA CONLEY STULTZ

RECEIPT #: 19071282
DATE: 12/31/2019 10:12:47 AM

DOC # Book Page PGS FEE

2019103385 2584 1893 4
AMENDMENT OF \$25.00
RESTRICTIVE COVENANTS

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Total Amount Due:	\$25.00
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Cash	\$25.00
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Total Amount Paid	\$25.00
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THANK YOU
Deputy: miawens

Prepared by: Stephen Fulton Shaw, Esq.
ShawLaw, LLC
27 S. Main Street, Suite L
Travelers Rest, SC 29690

MEMORANDUM OF AMENDMENT

DATE: December 30, 2019
TO: Watson's Orchard Subdivision
FROM: Stephen Fulton Shaw, Esq.
RE: Amendment to Restrictions and Protective Covenants

The Declarant of the Watson Orchard Subdivision, or its successor in interest, published certain Declaration of Restrictions and Protective Covenants (hereafter, "Declarations") applicable and appurtenant to, the lands and members described in that declaration made on January 15, 1981 and recorded on January 16, 1981 at Book 1140 Page 961, Greenville Co. Register of Deeds. Those Declaration of Restrictions and Protective Covenants, Watson Orchard Subdivision is also referred to as "Watson's Orchard Subdivision" and/or Watsons Orchard Subdivision, and these terms are interchangeable.

Those Declarations allow for amendment by a majority of the then owners of developed lots. For the purpose of amendment, lot owners drafted a ballot and made known the availability of the ballot. Additionally, several lot owners made available three meeting dates at a home in the neighborhood at which the amendment was explained and made available for execution with a South Carolina notary.

As a result, in accordance with all applicable conditions set forth in the declarations, before this date, a majority of the then owners cast ballots in a number greater than a majority. Therefore, the Declarations were lawfully amended.

WHEREFORE, after proper notice, **I ELECT** to amend the Declaration of Restrictions and Protective Covenants as follows:

(Remainder of page intentionally blank.)

1. AMENDMENT TO PREAMBLE

The **PREAMBLE** to the Declaration of Restrictions and Protective Covenants of the Watson Orchard Subdivision is **AMENDED** as follows:

I ELECT TO REMOVE:

"covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each unless, by vote of a majority of the then owners of the lots into which the property described above shall have been developed and in Watson Orchard Subdivision, the within covenants, conditions and restrictions are changed or amended, in whole or in part.

I ELECT TO AMEND AND REPLACE AS FOLLOWS:

"covenants, conditions, and restrictions shall be automatically extended for successive periods of twenty (20) years each unless, by vote of a super-majority of greater than Seventy-Five (75%) percent of the then owners of the lots into which the property described above shall have been developed and in Watson Orchard Subdivision, the within covenants, conditions and restrictions are changed. Notwithstanding any other definition and, without waiving any of the existing covenants, conditions and restrictions herein, "DEVELOPED" shall mean that the subject property has an existing and permanent single-family residence that is built to completion to include the issuance of a Certificate of Occupancy by Greenville County or the applicable issuing local government."

2. AMENDMENT TO BODY OF DECLARATION

ARTICLE II, Section 2(i) of the Declaration of Restrictions and Protective Covenants of the Watson Orchard Subdivision is **AMENDED** as follows:

(Remainder of page intentionally blank.)

I ELECT TO REMOVE:

"(i) The 14.79 acre tract of land fronting on Pelham Road described in Exhibit "A" shall have all lots facing Pelham Road with a minimum frontage of 200 feet, and a minimum lot size of 55,000 square feet."

I ELECT TO AMEND AND REPLACE AS FOLLOWS:

"(i) The 14.79 acre tract of land fronting on Pelham Road described in Exhibit "A" shall have all lots facing Pelham Road with a minimum frontage of 200 feet, and a minimum lot size of 55,000 square feet. Nothing herein shall be construed to prohibit primary access to the dwelling by way of Brendan Way as opposed to Pelham Road."

ARTICLE II, Section 2(ii) of the Declaration of Restrictions and Protective Covenants of the Watson Orchard Subdivision is **AMENDED** as follows:

I ELECT TO REMOVE

"(ii) The approximate 8 acre tract of land lying between Haywood Road and Watson's Orchard Subdivision described in Exhibit "A" shall be developed in such a manner so that the frontage of all lots shall face inward toward Watson's Orchard Subdivision; each lot shall have a minimum area of 1.5 acres, and the property may not be subdivided in any manner to allow more than 4 lots. Access shall be to existing streets in Watson's Orchard Subdivision only. No direct access to Pelham or Haywood Roads shall be allowed, and not lot or structure situate thereon shall be designed to provide ingress or egress directly to Pelham or Haywood Roads."

I ELECT TO AMEND AND REPLACE AS FOLLOWS:

"(ii) The approximate 8 acre tract of land lying between Haywood Road and Watson's Orchard Subdivision described in Exhibit "A" shall be developed in such a manner so that each lot shall have a minimum area of 1.5 acres, and the property may not be subdivided in any manner to allow more than 4 lots."

(Remainder of page intentionally blank.)

3. GENERAL AMENDMENT PROVISIONS

I ELECT TO ADD SEVERABILITY AS FOLLOWS:

The undersigns intend to make this AMENDMENT severable. If any clause, provision, section, sentence, or other portion of this AMENDMENT is found to be inapplicable, invalid, void, unconstitutional, illegal, contrary to public policy, or unenforceable by law to any circumstance or person, the undersigned intend that the remainder of the Amendment will nonetheless continue to be in full effect.

----- END OF AMENDMENT -----

The Declarations are now amended as set forth above and run with the land and members as a negative reciprocal easement appurtenant to each and every parcel, piece, or lot of land described in that declaration made on January 15, 1981 and recorded on January 16, 1981 at Book 1140 Page 961, Greenville Co. Register of Deeds.



Stephen Fulton Shaw, Ph.D., Esq.
ShawLaw, LLC
27 S. Main Street, Suite L
Travelers Rest, SC 29690
(864) 834-4404
steve@steveshawlaw.com

(Remainder of page intentionally blank.)

EXHIBIT A

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, containing 14.78 acres, as is more fully shown on a plat entitled "Survey for Richard Watson," prepared by Carolina Surveying Company, dated June 27, 1980, revised August 19, 1980, revised August 27, 1980, revised September 3, 1980, and revised December 1, 1980, and having according to said plat, the following metes and bounds, to wit:

BEGINNING at a stake on the southern side of Pelham Road, at its intersection with Haywood Road and running thence along the southern side of Pelham Road, N. 84-07 E. 1,391.7 feet to a stake; running thence N. 87-55 E. 99.5 feet to a stake; running thence S. 85-33 E. 100.6 feet to a stake; running thence to a stake; running thence S. 79-11 E. 100.0 feet to a stake, running thence S. 72-58 E. 99.8 feet to a stake; running thence S. 68-57 E. 338.4 feet to a stake at the intersection of Pelham Road and a proposed road; running thence with the curvature of the said intersection, the chord of which is S. 25-48 E. 43.8 feet to a stake; running thence with the western side of said proposed road, S. 17-20 W. 270.6 feet to a stake at the corner of a tract containing 22.15 acres, running thence with the line of said tract, the following courses and distances to-wit: N. 68-57 W. 387.9 feet to a stake, N. 82-20 W. 256.9 feet to a stake; S. 84-07 W. 1,433.1 to a stake on the eastern side of Haywood Road; running thence with the eastern side of Haywood Road and Pelham road; running thence with the curvature of said intersection, the chord of which is N. 40-08 E. 71.0 feet to the point of beginning.

ALSO: ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, and having shown and designated as Tract A and plat recorded in the RMC Office for Greenville County in Plat Book C, at Page 80, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at Pelham Road at the corner of property now or formerly of Adams, and running with the line of the Adams property, N. 14-35 E. 1337 feet to an iron pin; thence S. 73 E. 348 feet, thence S. 14-35 W. 1185 feet to Pelham Road; thence with the northern side of Pelham Road S. 83-50 W. 370 feet to the point of beginning.

LESS, HOWEVER: ALL that certain piece, parcel or lot of land situate, lying and being in Greenville Township near the City of Greenville, and having, according to a plat recorded in Plat Book 5-O, at Page 1, RMC Office for Greenville County, and shown on survey by Dalton & Neves, Engineers, dated October, 1975, as property of the Grantor and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Pelham road, formerly property of Neil Baker Adams, and running thence with Pelham Road, N. 84-25 E. 75-15 feet to an iron pin; thence with intersection of said road and intersection of Haywood Road, N. 37-45 E. 58.97 feet to and iron pin; thence with Haywood Road, N. 8 18 W. 251.23 feet to an iron pin; thence with property of Neil Baker Adams, S. 14-35 W. 70.35 feet to the beginning.

ALSO, LESS, HOWEVER: Subject to that certain right of way agreement granted to the South Carolina Highway department covering approximately 2.28 acres of the above described property.

FILED
STATE OF SOUTH CAROLINA GREENVILLE CO. S. C.
COUNTY OF GREENVILLE JAN 16 4 22 PM '81
DONNIE S. TANKERSLEY
R.M.C.

EV 1140 PAGE 961

DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS

The undersigned, Lincoln of South Carolina, Inc., a South Carolina corporation, hereinafter known as "Declarant", the owner of the properties described in Exhibit "A" annexed hereto and made a part hereof by reference, deems it in the best interest of itself and future owners of said properties to subject said properties to the protective covenants, restrictions, conditions, servitudes and easements hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the properties described in Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictive covenants and conditions, which are hereby imposed against said property for the purpose of protecting the value and desirability of said property; that the covenants, conditions and restrictions hereinafter set forth shall run with the property described in Exhibit "A" and be binding upon all parties having any right, title or interest in the said described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof and all owners of property in Watson's Orchard Subdivision as shown on plat recorded in the R.M.C. Office for Greenville County in Plat Book 000, Page 99, and the lot in Plat Book 4-C, Page 133, hereinafter referred to as "Watson's Orchard Subdivision", until January 1, 2010 at which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each unless, by vote of a majority of the then owners of the lots into which the property described above shall have been developed and in Watson's Orchard Subdivision, the within covenants, conditions and restrictions are changed or amended, in whole or in part. In the event such vote shall take place, such vote shall be cast by the legal title holder of each individual lot, provided, however, that only one vote shall be cast for each lot in the event legal title thereto shall be held jointly or otherwise.

If the undersigned, its successors or assigns, or any property owner of any lot into which the property described above shall subsequently be cut should violate or attempt to violate any of the covenants, conditions, and restrictions herein contained, it shall be lawful for any person or persons owning any of the real estate subject to these restrictions or in Watson's Orchard Subdivision to prosecute any proceeding at law in equity against the person or persons violating or attempting to violate same, to either prevent him or them from so doing, or to recover damages or dues for such violations.

Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE I.

USES PERMITTED AND PROHIBITED

(1) All lots shall be used exclusively for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family residential dwelling not to exceed two and one-half stories in height, and a garage attached or detached for private passenger automobiles and servants quarters, and which shall have been approved by the Architectural Committee for qualification of workmanship and materials, harmony of external design with existing structure and as to location with respect to topography and finished grade elevation.

(2) No trailer, basement, tent, shack, garage, barn or other out-building erected upon any lot shall at any time be used as a residence either temporarily or permanently. No structure of a temporary nature shall be used as a residence and no house trailer shall be placed on any lot either temporarily or permanently.

(3) No obnoxious or offensive activity shall be carried on anywhere on the property subject to these covenants nor shall anything be done thereon which may be or become an annoyance, nuisance, or menace to the neighborhood. No lot or any part thereof shall be used for any business or commercial purpose.

(4) All fuel oil tanks or containers shall be covered or buried underground consistent with normal safety precautions.

(5) No animals shall be kept, maintained or quartered on any lot or tract in this subdivision except that usual household pets may be kept in reasonable numbers for the pleasure of the occupants.

(6) Garbage and trash cans, wood piles and clothes drying in yards must be so located that they will not be visible from the street.

(7) Property owners will be required to keep tall shrubbery or hedges trimmed to reasonable limits where air circulation or view from surrounding property may be adversely affected or where traffic hazards may be created.

(8) Provisions must be made by the property owners for adequate off-street parking of all vehicles.

(9) Particular care must be given to the design and location of carports or garages. Carports or garages must be located away from the principal street of the house so that the main view of the house from the street will not be directly into such a carport or garage.

(10) A five-foot easement is reserved over and across all side lot lines and a ten-foot easement is reserved over and across all rear lot lines for drainage and utility installation and maintenance; provided that when more than one lot shall be used as a site for only one residence, the aforesaid five-foot easement shall apply only with respect to the exterior lines of such consolidated lot.

(11) Nothing herein contained shall be construed to prohibit the use of more than one lot or portions of one and more lots as a single residential building site, provided that said lot would otherwise meet the requirement as to size, frontage, set-back line and directional facing of said building as determined by the Architectural Committee.

ARTICLE II.

SET-BACKS, LOCATION AND SIZE OF IMPROVEMENTS AND OF BUILDING PLOTS

(1) No building shall be erected on any lot nearer to the front street line than 75 feet or nearer to the side street line than 50 feet. Any such building shall face toward the front line of the lot except that buildings to be constructed on corner

lots shall face in the direction designated by the Architectural Committee. No building or structure shall be located nearer to any interior side lot line than the distance represented by ten percent of the width of the lot (at the building set-back line) on which said building is to be located.

(2) Frontage and lot size restrictions are imposed as follows:

(i) The 14.79 acre tract of land fronting on Pelham Road described in Exhibit "A" shall have all lots facing Pelham Road with a minimum frontage of 200 feet, and a minimum lot size of 55,000 square feet.

(ii) The approximate 8 acre tract of land lying between Haywood Road and Watson's Orchard Subdivision described in Exhibit "A" shall be developed in such manner so that the frontage of all lots shall face inward toward Watson's Orchard Subdivision; each lot shall have a minimum area of 1.5 acres, and the property may not be subdivided in any manner to allow more than 4 lots. Access shall be to existing streets in Watson's Orchard Subdivision only. No direct access to Pelham or Haywood Roads shall be allowed, and no lot or structure situate thereon shall be designed to provide ingress from or egress directly to Pelham or Haywood Roads.

(3) No wall, fence, or hedge shall be erected across or along the front of any lot and nearer to the front lot line than the building set-back line having a height of more than three feet unless approved by the Architectural Committee. No corner lot shall have a wall, fence or hedge erected any closer to the street than the front building line of any adjacent lot unless approved by the Architectural Committee. Any such wall, fence, or hedge proposed to be erected or placed on any such lot whether as part of the architect's residence design or a later addition must receive the approval in writing of the Architectural Committee.

(4) No lot shall be recut so as to face in any direction other than the front line of the lot, nor shall it be recut so as to make any building site smaller than is provided for herein.

(5) No one-story, split-level or story-and-a-half residence shall be constructed containing less than 2,200 square feet of heated floor space exclusive of porches, garages, and breezeways. In computing the square footage of any

split-level or story-and-a-half residence or any residence containing a basement which is finished and heated, one-half credit shall be given for the area above or below the ground floor with a minimum of 2,000 square feet on the ground floor. No two-story residence shall be erected containing less than 1,400 square feet of heated floor space on the ground floor nor less than 1,100 square feet of heated floor space on the second floor exclusive of porches, garages, and breezeways.

ARTICLE III.

APPROVAL OF PLANS

(1) The Architectural Committee for this subdivision shall be composed of:

- (i) Three residents and owners in Watson's Orchard Subdivision;
- (ii) A competent architect licensed to practice in South Carolina who shall be selected by lot owners in Watson's Orchard Subdivision.

(iii) A competent, experienced builder and contractor licensed by the State of South Carolina who shall be selected by lot owners in Watson's Orchard Subdivision.

In the event of a vacancy on the Architectural Committee or the failure or inability of any member to act, the vacancy shall be filled temporarily or permanently as may be necessary by appointment by lot owners in Watson's Orchard Subdivision. The appointment shall be within the categories set forth above. The members of the Architectural Committee shall be appointed for a term of one year but may be reappointed for additional terms with no limit on the number of additional terms to which they can be reappointed. In all matters, a majority vote shall govern.

(2) No improvements shall be erected, placed, altered, or changed on any lot in this subdivision until and unless the building plans, specifications, and plot plan showing the proposed type of construction, exterior design, location of residence, walks, drives and fences have been approved in writing by the Architectural Committee as to conformity and harmony of external design and consistence of plan with existing residences on other lots in the subdivision and as to the location of the structure with respect to topography and finished ground elevation.

(3) In order to prevent duplication of buildings or improvements to be constructed in this subdivision, the Committee is vested with full authority to approve or disapprove plans for the construction of any building or improvement with its major features so similar to an existing building or improvements as to be considered a substantial duplication thereof in the discretion of the Committee. The Architectural Committee shall further have the right to refuse to approve any such plans, specifications, or plot plans. In making its decisions the Committee shall take into consideration the suitability of the proposed building or other improvement, the materials of which it is to be built, whether or not it is in harmony with the surroundings and what effect it will have on other residences already constructed and what effect it will have on the outlook from adjacent or neighboring property.

(4) In the event that the Committee fails to approve or disapprove such plans within thirty (30) days after they have been submitted to it, or if no suit to enjoin the erection or alteration of such building or improvement has been commenced before such erection or alteration is substantially completed, approval of the Architectural Committee will be conclusively presumed and this covenant will be deemed to have been fully complied with. The term "building or improvement" shall be deemed to include the erection, placement or alteration of any wall, fence, driveway or parking area.

(5) Application for approval as required herein shall be made to the Committee at the principal residence of the then President of Watson's Orchard Subdivision, Inc., Watson's Orchard, Greenville, S. C., 29615, and at the time of making such application, the building plans, specifications, and plot plans shall be submitted in duplicate. One copy of such plans and specifications will be retained by the Committee, and the other copy will be returned to the applicant with approval or disapproval plainly noted thereon.

(6) No member of this committee shall be liable for any act or omission except willful misconduct or gross and inexcusable neglect.

(7) The Architectural Committee is authorized by a unanimous vote of all its members to approve or ratify in the construction or alteration of any building

minor violations of the set-back, location and size of improvements provisions of these Restrictions if in the opinion of all the members of the Committee such shall be necessary to prevent undue hardship. The approval or ratification by the Committee in accordance with this paragraph shall be binding on all persons.

ARTICLE IV.

MISCELLANEOUS

(1) No signs shall be permitted on any lots except that a single sign offering property for sale or for rent or security signs may be placed on any such lot providing such sign is not more than 24 inches wide and 18 inches high.

(2) All residences shall have a standard letter size metal mailbox, as approved by the Postmaster General, which is to be erected by the owner at the height required by the Post Office Department. All boxes and posts shall be kept in a good state of repair at all times. Any deviation from this shall be approved by the Architectural Committee.

(3) No boat, mobile home, trailer, camper, or self-contained recreational vehicle of any kind shall be parked on any lot in the subdivision for a period of more than the time necessary to load or unload such vehicle and in no event shall such vehicle be allowed to remain on the lot more than 24 hours at any one time, except that lot owners who may own such vehicles may park them so there is minimum visibility from the street.

(4) The removal of any tree which is in excess of six (6) inches in diameter (dbh) will require prior approval of the Architectural Committee.

IN WITNESS WHEREOF, the undersigned has executed this document under seal this 15th day of January, 1981.

In the presence of:

Patrick H. Grayson
Alecia D. Smith

LINCOLN OF SOUTH CAROLINA, INC. (SEAL)

BY: B. W. Bruce
President & Secretary

1328-112

IV-149 968

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s) he saw
the within named Lincoln of South Carolina, Inc. sign, seal and as its act and deed
deliver the within written Declaration of Restrictions and Protective Covenants and
that (s) he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 15th
day of January, 1981.

Alexia D. Smith

Arthur H. Grayson (L.S.)
Notary Public for South Carolina
My Commission Expires: 12-15-89

EXHIBIT "A"

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, containing 14.79 acres, as is more fully shown on a plat entitled "Survey for Richard Watson", prepared by Carolina Surveying Company, dated June 27, 1980, revised August 19, 1980, revised August 27, 1980, revised September 3, 1980, and revised December 1, 1980, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake on the southern side of Pelham Road, at its intersection with Haywood Road and running thence along the southern side of Pelham Road, N. 84-07 E. 1,391.7 feet to a stake; running thence N. 87-55 E. 99.5 feet to a stake; running thence S. 85-23 E. 100.6 feet to a stake; running thence S. 79-11 E. 100.0 feet to a stake; running thence S. 72-58 E. 99.6 feet to a stake; running thence S. 68-57 E. 338.4 feet to a stake at the intersection of Pelham Road and a proposed road; running thence with the curvature of said intersection, the chord of which is S. 25-48 E. 43.8 feet to a stake; running thence with the western side of said proposed road, S. 17-20 W. 270.6 feet to a stake at the corner of a tract containing 22.15 acres; running thence with the line of said tract, the following courses and distances to-wit: N. 68-57 W. 387.9 feet to a stake; N. 82-20 W. 256.9 feet to a stake; S. 84-07 W. 1,433.1 feet to a stake on the eastern side of Haywood Road; running thence with the eastern side of Haywood Road, N. 8-06 W. 250.8 feet to a stake at the intersection of Haywood Road and Pelham Road; running thence with the curvature of said intersection, the chord of which is N. 40-06 E. 71.0 feet to the point of beginning.

ALSO: ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, and being shown and designated as Tract A and plat recorded in the RMC Office for Greenville County in Plat Book C, at Page 60, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at Pelham Road at the corner of property now or formerly of Adams, and running with the line of the Adams property, N. 14-35 E. 1337 feet to an iron pin; thence S. 72 E. 346 feet, thence S. 14-35 W. 1185 feet to Pelham Road; thence with the northern side of Pelham Road, S. 83-50 W. 370 feet to the point of beginning.

LESS, HOWEVER: ALL that certain piece, parcel or lot of land situate, lying and being in Greenville Township near the City of Greenville, and having, according to a plat recorded in Plat Book 5-O, at Page 1, RMC Office for Greenville County, and shown on survey by Dalton & Neves, Engineers, dated October, 1975, as property of the Grantor and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Pelham Road, formerly property of Nell Baker Adams, and running thence with Pelham Road, N. 84-25 E. 75-15 feet to an iron pin; thence with intersection of said road and intersection of Haywood Road, N. 37-45 E. 88.97 feet to an iron pin; thence with Haywood Road, N. 8-18 W. 251.20 feet to an iron pin; thence with property of Nell Baker Adams, S. 14-35 W. 250.4 feet to an old iron pin; thence S. 14-35 W. 70.35 feet to the beginning.

ALSO, LESS, HOWEVER: Subject to that certain right-of-way easement granted to the South Carolina Highway Department covering approximately 2.28 acres of the above described property.

RECORDED: JAN 16 1981 at 4:22 P.M.

20644

Ross Zelenske

From: Jeff Cook <jeffcook@jeffcookrealestate.com>
Sent: Monday, September 13, 2021 7:08 PM
To: Planning
Subject: Rallis Anexation Zoning

CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or opening attachments.

I own property on Pelham Rd and I am emailing about the proposed Rallis Annexation and Zoning change for the Property along the Haywood/Pelham intersection. I am opposed to anything more than 15 homes on this site for 2 valid reasons. In addition to deed restrictions on the property, the curb cut would require heavy traffic down the side road.. in essence having to turn right "out of the neighborhood" as opposed to turning onto pelham corridor without a stop light etc.

Many thanks for the consideration but I am a NAY for anything above 15 home sites.

Jeff Cook
843-568-7653

Jeff Cook Real Estate, LLC is South Carolina's #1 Real Estate team, ranked in the Top 25 Nationwide by the Wall Street Journal and one of the Top Places to Work for 2020.

If you enjoyed our service, please tell your friends. If you didn't, please tell us at feedback@jeffcookrealestate.com.

Are you licensed or thinking about a career in real estate? We are looking to hire 7 agents. Visit www.JoinJCRE.com for more information.

Emails sent or received by this real estate licensee/staff of licensee shall not constitute any offer or acceptance of contract terms by this real estate licensee/staff of licensee and do not bind my Principal(s) unless my electronic communication includes one or more of the following: (1) the necessary Party(ies) electronic signature or (2) electronic reproduction of the Party(ies) "wet ink" signature or (3) the Party(ies) electronic written authorization for this real estate licensee or staff to bind my Principal(s) in contract. Licensee nor staff does not have apparent authority to sign for or bind Principal(s) in contract

Ross Zelenske

From: Jon Barrett <heyjonbarrett@gmail.com>
Sent: Wednesday, September 15, 2021 9:37 AM
To: Planning
Subject: Watson Orchard re-zoning

CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or opening attachments.

Planning Commission,

It's my understanding that the Watson Orchard property owned by Ron Rallis et al is under review for rezoning. Mr Rallis has confirmed that his request is to rezone this property as commercial.

You may not be aware that Watson Orchard has restrictive covenants in place that limit how this land can be used. Those covenants have recently been upheld by the South Carolina Supreme Court.

To change these covenants it currently requires a 100% vote by the Watson Orchard home owners. I will not vote to allow a change to make this property commercial as it will have a significant negative impact on not only Watson Orchard but also the surrounding neighborhoods.

I look forward to attending the planning meeting where this topic will be discussed and understanding the City's position on rezoning.

Respectfully,
Jon Barrett